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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/730,598	12/08/2003	Howard Borenstein	CA920030067US1	4025
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IBM CORP. (WSM) c/o WINSTEAD SECHREST & MINICK P.C. P.O. BOX 50784 DALLAS, TX 75201			EXAMINER DANNEMAN, PAUL	
			ART UNIT 3627	PAPER NUMBER
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 10/730,598	<b>Applicant(s)</b> BORENSTEIN ET AL.	
	<b>Examiner</b> PAUL DANNEMAN	<b>Art Unit</b> 3627	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 11 December 2007.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-33 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-33 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 08 December 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All    b) ☐ Some \*    c) ☐ None of:
1. ☒ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                     | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____                                      |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)          | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____  | 6) <input type="checkbox"/> Other: _____                          |

## DETAILED ACTION

### Response to Amendment

1. This action is in reply to Applicant's response, filed on 11 December 2008 to the first office action.
2. Claims 1-33 are pending.
3. No claims were amended.

### Response to Arguments

4. Applicant argues ***"that the rejection of Claims 1-3, 15-17, and 30-32 under 35 U.S.C. §103(a) as being unpatentable over Distributor Contract is improper as Distributor Contract does not qualify as a prior art reference because it is not enabling."*** Examiner has carefully reviewed Applicant's argument and respectfully disagrees. MPEP 2121.01 [R-3] states a reference contains an "enabling disclosure" if the public was in possession of the claimed invention before the date of invention. "Such possession is effected if one of ordinary skill in the art could have combined the publication's description of the invention with his [or her] own knowledge to make the claimed invention." *In re Donohue*, 766 F.2d 531, 226 USPQ 619 (Fed. Cir. 1985), therefore Examiner maintains that the Distributor Contract and the skill of one in the art enables the prior art.

5. Applicant argues ***"that the rejection of Claims 1-3, 15-17, and 30-32 under 35 U.S.C. §103(a) as being unpatentable over Distributor Contract is improper as Distributor Contract does not teach creating a profile document between a first entity and a second entity containing correspondence information for second entity; creating a stipulation document associated with said profile document, containing business process to be followed in said interaction; creating a command reference document associated with said stipulations document, referencing commands representing business logic of said second entity in support of said processes; and integrating said second entity into said marketplace by deploying said profile document in said computerized marketplace to enable said commercial interaction between said first entity and said second entity."***

- Regarding the Distributor Contract it is between two entities KOFAF (a product supplier / manufacturer) and Tech Data (a distributor), see Distributor Agreement and Article I, Section 1.1.
- Regarding the profile document containing correspondence information for the first and second entities. Distributor Contract teaches in Article VII, Section 7.7 correspondence or contact information for the first and second entity for conducting business.
- Regarding the stipulations document contains business processes to be followed between the first and second entity. Distributor Contract teaches in Article II how the business process regarding Purchase Orders will be handled. Article III teaches the processes regarding Delivery and Acceptance of Products. Article IV teaches the processes related to Warranties, Indemnities and Liabilities. Article V teaches the payment processes. Article VI teaches Contract Termination and Article VII teaches Miscellaneous processes. Therefore, while not referred to as a stipulations document, the noted Articles of the Distributor Contract address different business processes between the manufacturer and distributor. Therefore, Examiner maintains that Claims 1-3, 15-17, and 30-32 are properly rejected.

6. Applicant argues “**that Examiner has not provided a rational underpinning for modifying Distributor Contract.**” Examiner has not modified the Distributor Contract. Examiner has only articulated that which is obvious “the contract does not preclude the use of any of the product distribution means available and known in the industry, at the time of the invention, to one of ordinary skill in the art.”

7. Applicant argues regarding Claims 4-14, 18-29 and 33 “**that the Distributor Contract and Bonneau taken singly or in combination do not teach at the following claim limitations: creating a distributor proxy store for said distributor; creating a distributor proxy store default profile document associated with said distributor proxy store; and said distributor store default profile reference a profile document for said distributor in a channel store.**” Bonneau in at least Fig. 1 and Fig. 2 discloses a Web Server (Public Marketplace), Extranet Web Server, Procurement Networks and Proprietary Web Site any of which are functionally equivalent to Applicant’s Proxy Store in that they provide for the commercial interaction between the distributor and the manufacturer. Therefore, Claims 4-14, 18-29 and 33 stand properly rejected.

Applicant further argues that Distributor Contract and Bonneau do not teach ***“wherein said referential interface is a command reference object interface implemented by said distributor proxy store”*** as recited in claims 5 and 19 and still further argues that Distributor Contract and Bonneau do not teach ***“wherein said referential interface command reference document refers to a series of customizable commands representing a business logic implementation of said distributor”*** as recited in claims 6 and 20. The Examiner believes that the rules disclosed in Bonneau in Fig. 5a through Fig. 5c, and Column 4, lines 36-53 clearly articulate how different buyers are given access to various SKUs where the access given is dependent on the distributor's business relationship and interaction with the manufacturer. Therefore, Claims 5-6 and 19-20 stand properly rejected.

Applicant further argues that Distributor Contract and Bonneau do not teach ***“wherein said referential interface command reference document specifies authentication and timeout settings for said business logic implementation”*** as recited in claims 7 and 21. Bonneau in at least Column 6, lines 50-67 discloses authorized users who are able to access the seller's web server application. Bonneau further discloses that the seller can limit the scope of any response to buyer's query simply as a function of the set of SKUs returned to the buyer. Therefore, it would have been obvious, at the time of the invention, to one of ordinary skill in the art to conclude that an authentication process includes a timeout setting and furthermore another form of timeout exists in Bonneau's disclose where the response to a buyer's query returns a limited number of SKUs via the seller's web interface. Therefore, Claims 7 and 21 are properly rejected.

Applicant further argues that Distributor Contract and Bonneau do not teach ***“wherein said referential interface has a property of being at least one of customizable and extensible”*** as recited in Claims 9 and 23. Bonneau in at least Column 6, lines 60-67 discloses that the seller provides a virtual custom catalog for each buyer. Therefore, Examiner maintains that Claims 9 and 23 are properly rejected.

Applicant further argues that Distributor Contract and Bonneau do not teach ***“wherein said profile document is an XML based document”*** as recited in Claims 10 and 25. Bonneau while not using the phrase “profile document” in at least Column 7, lines 45-67 discloses the use of XML as a means of

providing to the buyer documentation regarding products in a manner that is meaningful to the buyer and based on the buyer's specification regarding the transfer of information from seller to buyer.

Applicant further argues that Distributor Contract and Bonneau do not teach “***wherein manipulation of said referential interface causes an action to be performed for said distributor, said action selected from a group of add distributor, delete distributor and reconfigure distributor***” as recited in Claims 11 and 26. Bonneau in at least Fig.6b and Column 12, lines 19-64 discloses an administrator managing a catalog subset for a distributor and a left side menu indicating “Managing Organizations.” Therefore, while Bonneau does not specifically disclose the terms add, delete and reconfigure distributor, it would be obvious, at the time of the invention, to one of ordinary skill to conclude that “Managing Organizations” would include those terms. Examiner maintains that Claims 11 and 26 are properly rejected.

Applicant further argues that Distributor Contract and Bonneau do not teach “***wherein said computer system comprises a node within a plurality of nodes interconnected by a network allowing said first entity and second entity to be located on differing nodes while interacting over said network***” as recited in Claims 12 and 27. Bonneau in at least Column 12, lines 65-67, Column 13, lines 1-33 and Fig. 1 and 2 discloses a network of servers. Therefore, Examiner maintains that Claims 12 and 27 are properly rejected.

Applicant further argues that Distributor Contract and Bonneau do not teach “***wherein said distributor is one of a plurality of distributors***” as recited in Claims 13 and 28. Bonneau in at least Column 1, lines 36-47 discloses buyers; therefore it would be obvious, at the time of the invention, to one of ordinary skill in the art to conclude that “buyers” means more than one or a plurality of buyers. Examiner maintains that Claims 13 and 28 are properly rejected.

Applicant further argues that Distributor Contract and Bonneau do not teach “***wherein each said distributor has its own profile document***” as recited in Claims 14, 28 and 29. While Bonneau does not specifically disclose a profile document for each distributor per se, Bonneau in at least Column 12, lines 19-64 discloses a rule set which is customized for each distributor. Therefore, it would be obvious, at the

time of the invention, to one of ordinary skill in the art to recognize that the “rule set” operates in the same manner as a profile document. Examiner maintains that Claims 14, 28 and 29 are properly rejected.

8. Applicant argues “***that Examiner’s reason for modifying Distributor Contract with Bonneau lacks rational underpinning to support the legal conclusion of obviousness***”. Distributor Contract teaches the aspects of the relationship between a manufacturer and distributor. Bonneau teaches the aspects of a B2B method for providing a virtual marketplace between a manufacturer and distributor. Therefore, it would have been obvious, at the time of the invention to modify the features of Distributor Contract with the known features of Bonneau to provide a virtual marketplace between a manufacturer and distributor. Therefore, Examiner maintains that Claims 4-14, 18-29 and 33 are properly rejected.

#### ***Claim Rejections - 35 USC § 103***

1. **Claims 1-3, 15-17, and 30-32** are rejected under 35 U.S.C. 103(a) as being unpatentable over Distributor Contract.

#### **Claims 1, 15, and 30:**

With regard to the limitations:

- ***Profile document between a first and second entity, containing correspondence information.***
- ***Creating a stipulations document containing business process to be followed during the interaction between the entities.***
- ***Creating a command reference document representing business logic supporting the business processes.***
- ***Integrating second entity into a computerized marketplace by deploying profile document.***

Distributor Contract does not disclose the business relationship between the two entities as taking place in a computerized marketplace. However, Distributor Contract in at least Article I, (Term of Agreement) discloses the limitations related to the business logic, business processes,

definitions, and in Article II, discloses purchase orders and related matters, Article III, discloses delivery of products and related matters, ARTICLE IV, discloses Warranties, Indemnities and Liabilities, Article V, discloses Payment Terms, Article VI, discloses Termination of Contract, and Article VII. Miscellaneous (Relationships, Arbitration, Contact Method, Software Licenses, Remedies, and etc.). Therefore, it would be obvious, to a person of ordinary skill to agree that all the terms and conditions of the profile, stipulations and the command reference documents which describe and document the business relationship between two entities is functionally identical to the scope and contents of the Distributor Contract. Furthermore, it would be obvious to a person of ordinary skill that a contract authorizes one entity to conduct business in a region, without stipulations limiting how that business will be conducted can be interpreted to mean that the grantee of the Distribution Contract is not precluded from conducting their business over a computerized marketplace and / or "bricks-n-mortar" locations.

**Claims 2, 16, and 31:**

With regard to the limitations:

- ***Using information from profile, processes and stipulations and command reference.***

Distributor Contract discloses all the interaction between the profile, process, stipulation and command reference documents throughout all Seven Articles. Therefore, it would be obvious to a person of ordinary skill to determine that the contents of the Distributor Contract adequately disclose the business interaction between two entities and that any other processes or stipulations would be amended into the contract.

**Claims 3, 17, and 32:**

With regard to the limitation to Claims 3, 17, and 32:

- ***1<sup>st</sup> Entity is a manufacturer and 2<sup>nd</sup> Entity is a distributor.***



Distributor Contract discloses the business relationship between a manufacturer and a distributor. Therefore, it would be obvious, to a person of ordinary skill to agree that the Distributor Contract discloses the business relationship between a manufacturer and a distributor.

2. **Claims 4-14, 18-29, and 33** are rejected under 35 U.S.C. 103(a) as being unpatentable over Distributor Contract as applied to **Claims 1-3, 15-17, and 30-32** above, and further in view of Bonneau et al., US 6.978,273 B1.

**Claims 4, 18, and 33:**

Distributor Contract does not disclose the following limitations to Claims 4, 18, and 33:

- ***Creating a distributor proxy store.***
- ***Creating a distributor profile document.***
- ***Distributor default profile references a profile document for distributor in a channel store.***

However, Bonneau et al. in at least Fig.1, Fig.2, and Column 3, lines 1-17 discloses a centralized database with a rules set which expresses the constraints that define a subset of the catalog data for creating a virtual custom catalog for web servers, distributor web sites, etc. which are unique to each entity. Therefore, it would be obvious, at the time of the invention, to a person of ordinary skill in the art that the modification of Distributor Contract by Bonneau et al. creates a complete business solution for a virtual marketplace with distributor proxy stores which can be unique in their look-and-feel and easy to maintain (Bonneau, Column 1, 42-57 and Column 2, lines 1-40).

**Claims 5-9, and 19-23:**

Distributor Contract does not disclose the following limitations to Claims 5-19 and 19-23:

- ***Distributor referential interface is a command reference object interface.***

- *Reference document refers to a series of customizable commands representing a business logic implementation for the distributor.*
- *Distributor referential interface command reference documents specified authentication and timeout settings for business logic implementation.*
- *Distributor profile document specifies a messaging profile.*
- *Referential interface has a property of being customizable and extensible.*

However, Bonneau et al. in at least Fig.5a through Fig.5c, and Column 4, lines 36-53 discloses a set of rules that are developed and assigned to each entity and each entity is assigned a unique identifier, associating that entity with a set of rules. Bonneau et al. in at least Column 5, lines 39-59 further discloses that the set of rules are separately maintained from the centralized product database and in at least Column 6, lines 50-67 further discloses an embodiment with a web server that couples buyer-authorized and seller-authorized users to the application server over the Internet and the scope of what is accessible by the buyer is customizable and controlled by the seller. Bonneau et al. in at least Column 7, lines 17-37 further discloses a messaging or exportation profile using various protocols. Therefore, it would be obvious, at the time of the invention, to a person of ordinary skill in the art that the modification of Distributor Contract by Bonneau et al. creates a complete business solution for a virtual marketplace with distributor proxy stores which can be unique in their look-and-feel and easy to maintain (Bonneau, Column 1, 42-57 and Column 2, lines 1-40).

**Claims 10 and 25:**

Distributor Contract does not disclose the following limitation to Claims 10, and 25:

- *Profile document is an XML based document.*

Bonneau et al. in at least Column 7, lines 46-67 discloses the use of XML and other formats for messaging. It would have been obvious, at the time of the invention, to a person of ordinary skill in the art to modify the Distributor Contract with the messaging implementation details disclosed in Bonneau et al. as a means of automating the business-to-business (B2B) procurement

processes and relationships between two business entities (Bonneau et al., Column 1, lines 42-52).

**Claims 11 and 26:**

Distributor Contract does not disclose the following limitations to Claims 11, and 26:

- ***Manipulation of referential interface causes an action to be performed for the distributor.***
- ***Action selected is from a group of Add Distributor, Delete Distributor, and Reconfigure Distributor.***

Bonneau et al. does not disclose manipulating the referential interface to Add, Delete or Reconfigure a Distributor. However, Bonneau in at least Figs. 6a-6h and Column 12, lines 19-44 discloses adding, and changing rule sets for a list of buyers. Therefore, it would be obvious at the time of the invention to a person of ordinary skill in the art that Bonneau's disclosure fully encompasses the limitations of Claims 11 and Claims 26 and that modifying Bonneau, to identify and add distributor, with Distributor Contract provides the basis for a solid business solution for business-to-business procurement.

**Claims 12 and 27:**

Distributor Contract does not disclose the following limitation to Claims 12, and 27:

- ***Computer system is one of many networked nodes allowing first and second entity to be located on different nodes and interacting over the network.***

Bonneau et al. in at least Fig.1, Fig.2, Column 12, lines 65-67 and Column 13, lines 1-33 the use of the internet or other networks to interconnect various elements of the computer system between the various business entities. Therefore, it would be obvious at the time of the invention to a person of ordinary skill in the art that Bonneau's disclosure fully encompasses the limitation of Claims 12 and Claims 27 and that modifying Bonneau with Distributor Contract provides the

implementation details not contained in the Distributor Contract and provides a basis for a solid business solution for business-to-business procurement.

**Claims 13 and 28:**

Distributor Contract does not disclose the following limitation to Claims 13, and 28:

- ***Distributor is one of many distributors.***

However, Bonneau et al. in at least Fig.1, and Column 1, lines 35-41 discloses customized catalogs for an arbitrary number of different buyers. Bonneau et al. in at least Column 1, lines 43-52 further discloses a business-to-business (B2B) application. Therefore, it would be obvious at the time of the invention, to a person of ordinary skill in the art to determine that buyers and sellers may be distributors and that the modification of Distributor Contract with Bonneau et al. to further identify the distribution arrangement results in a contractually sound business-to-business procurement solution.

**Claims 14, 24, and 29:**

Distributor Contract does not disclose the following limitation to Claims 14, 24, and 29:

- ***Distributor has its own profile document.***

Bonneau et al. does not disclose a profile document for each distributor. However, Bonneau in at least Figs. 6a-6h and Column 12, lines 19-44 discloses adding, and changing rule sets for a list of buyers. Therefore, it would be obvious at the time of the invention to a person of ordinary skill in the art that Bonneau's disclosure of a rules set identifying what products buyers and sellers may access fully encompasses the limitations of Claims 11 and Claims 26 and that modifying Bonneau with Distributor Contract provides the basis for a solid business solution for business-to-business procurement by providing the distributor implementation details not contained in Distributor Contract.

***Conclusion***

9. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

10. Any inquiry concerning this communication or earlier communications from the examiner should be directed to PAUL DANNEMAN whose telephone number is (571)270-1863. The examiner can normally be reached on Mon.-Thurs. 6AM-5PM Fri. off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Florian Zeender can be reached on 571-272-6790. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Paul Danneman/

Examiner, Art Unit 3627, 19 February 2008

/F. Ryan Zeender/

Supervisory Patent Examiner, Art Unit 3627